

# EXHIBIT C

## AMENDMENT TO WALL RACER LICENSE AGREEMENT

This Amendment to Wall Racer License Agreement ("Amendment") is made and entered into as of November 8, 2019, by and between H. Peter Greene, Jr., and the Estate of Leonard Clark, Jr. (collectively "Licensor"), and Spin Master Ltd. ("Spin Master" or "Licensee").

WHEREAS, the Wall Racer License Agreement entered as of 8 August 2004 by and between Leonard Clark, Jr., H. Peter Greene, Jr., and Spin Master, (the "License") remains in force and effect; and

WHEREAS, Licensor and Licensee desire to amend the License as stated herein and to expressly recite the U.S. Patents that are issued as of this date and are subject to the License;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. The License is hereby amended to the extent, and only to the extent, that Paragraph 18(b) of the License is revised to read as follows:

(b) In the event of infringement of any patent that may be issued on the ITEM, LICENSEE shall have the sole option to elect to prosecute or not prosecute a suit for infringement. If LICENSEE elects to prosecute such suit, it shall have the right to select and direct legal counsel and shall pay all legal fees and costs of prosecution, and any recovery, whether by judgment, settlement or otherwise, shall belong exclusively to LICENSEE, provided that any recovery for lost profits (net of actual expenses incurred by LICENSEE in connection with prosecuting the claim) shall be subject to the full royalty rate of five percent (5%) payable to LICENSOR pursuant to section 4.2 hereof. Licensor agrees to cooperate fully and in good faith in pursuing any such infringement claims.

2. Licensor and Licensee acknowledge and agree that the rights granted to Licensee in the License include, but are not limited to, rights to prosecute suits for infringement of the following United States Patents:

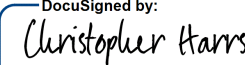
U.S. Patent Number 7,753,755  
U.S. Patent Number 7,890,916  
U.S. Patent Number 8,979,609  
U.S. Patent Number 9,675,897  
U.S. Patent Number 10,398,995.

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

Executed copies of this Agreement may be exchanged by facsimile transmission or by email via .pdf format with the same force and effect as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


**SPIN MASTER LTD.**

DocuSigned by:  
  
By: 45EF5B0976DB49E...  
Name: Chris Harris  
Title: Executive Vice President, General Counsel

**H. PETER GREENE, JR.**

By: \_\_\_\_\_

**ESTATE OF LEONARD CLARK, JR.**

  
By: Stephen Mershon  
in his capacity as Administrator  
of the Estate of Leonard Clark, Jr.

## Certificate Of Completion

Envelope Id: 39552F4E7CB14858B2C00AA7952BB90C	Status: Completed
Subject: Please DocuSign: 11.11.19 signed amendment - Clark Estate (002).pdf	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Harrs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ChrisH@spinmaster.com
	IP Address: 209.226.66.172

## Record Tracking

Status: Original	Holder: Christopher Harrs	Location: DocuSign
11/11/2019 2:20:13 PM	ChrisH@spinmaster.com	

## Signer Events

Christopher Harrs chrish@spinmaster.com EVP and General Counsel Spin Master, Inc. Security Level: Email, Account Authentication (None)	<b>Signature</b>  <small>DocuSigned by: 45EF5B0976DB49E...</small> Signature Adoption: Pre-selected Style Using IP Address: 209.226.66.172	<b>Timestamp</b> Sent: 11/11/2019 2:20:44 PM Viewed: 11/11/2019 2:20:45 PM Signed: 11/11/2019 2:22:09 PM Freeform Signing
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Kevin Ainsworth  
KAinsworth@mintz.com  
IRA  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/11/2019 2:22:09 PM  
Viewed: 11/11/2019 2:31:52 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	11/11/2019 2:22:09 PM
Certified Delivered	Security Checked	11/11/2019 2:20:45 PM
Signing Complete	Security Checked	11/11/2019 2:22:09 PM
Completed	Security Checked	11/11/2019 2:22:09 PM

## Payment Events

## Status

## Timestamps

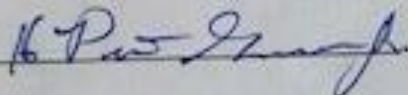
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SPIN MASTER LTD.**

By: \_\_\_\_\_  
Name: Chris Harris  
Title: Executive Vice President, General Counsel

**H. PETER GREENE, JR.**

By: 

**ESTATE OF LEONARD CLARK, JR.**

By: \_\_\_\_\_  
Stephen Mershon  
in his capacity as Administrator  
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